
**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF CORAL GABLES AND THE FRATERNAL ORDER OF POLICE,
LODGE #7**

This Memorandum of Understanding (“MOU”) is entered into this ___ day of November 2020, by and between the City of Coral Gables (the “City”) and the Fraternal order of Police, Lodge #7 (the “Union”). The City and the Union are collectively referred to as the “Parties.”

WHEREAS, the Union serves as the exclusive bargaining agent for the City employees that are considered “first responders” as that term may be defined by Miami-Dade County (the “County”), as described in this MOU; and

WHEREAS, the terms and conditions of employment for the City’s “first responders” are governed by a Collective Bargaining Agreement for the period October 1, 2016 through September 20, 2019 (the “CBA”), including wages, which covers the City’s certified police officers in the following classifications: police officers, police sergeants and police lieutenants; and

WHEREAS, the Coronavirus (“COVID-19”) is a respiratory illness that has led to a declaration of a public health emergency locally, state-wide and nationally, and has required a considerable expenditure of governmental resources; and

WHEREAS, the federal Coronavirus Aid, Relief, and Economic Security (“CARES”) Act was passed in March 2020 which, among other things, appropriated federal monies for local units of governments to cover expenditures incurred due to the COVID-19 pandemic; and

WHEREAS, the CARES Act specifically appropriated federal monies to Miami-Dade County (the “County”) to mitigate the economic impact of COVID-19; and

WHEREAS, on July 27, 2020, the County approved the disbursement of federal monies to municipalities within its geographic region to provide what the County referred to as a one percent (1%) hazardous pay supplement or the “1% Hazard Pay” to first responders, in recognition of their tireless work during the pandemic despite the health risk and exposure; and

WHEREAS, the City’s “first responders” are eligible for the 1% Hazard Pay; and

WHEREAS, state law mandates that any adjustment to wages requires mutual agreement between the City and the Union; and

WHEREAS, the Parties agree that the first responders covered by the CBA shall receive the 1% Hazard Pay in accordance with the provisions herein.

NOW, THEREFORE, the Parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Effective March 1, 2020 through the end of the declared emergency, but no later than December 30, 2020 (the “Relevant Period”), bargaining unit employees that meet the definition of “first responders”, as defined herein, may be eligible to receive a temporary 1% supplemental pay increase (which the County called “Hazard Pay”) based on their base pay for the performance of any necessary actions taken to respond to COVID-19. This means that the work for which payment is due under this MOU must be completed during the Relevant Period. Base pay for purposes of this MOU is defined as the employee’s pay rate in accordance with the step in the Pay Plan set forth in the CBA that he/she is in for his/her rank at the time the work is performed. The 1% Hazard Pay shall not be added or compounded to any other pay (e.g., shift differential, special allowances, out of class pay, etc.) that the employee receives.
3. For purposes of this MOU, based on a FAQ dated August 7, 2020 from the County, a “first responder” means sworn law enforcement officers, state-certified firefighters and corrections officers. The eligible bargaining unit positions for purposes of this MOU are certified police officers in the following classifications: police officers, police sergeants and police lieutenants, but the parties also agree that this definition remains subject to further modification based on additional definitional guidance/direction from the County.
4. The 1% Hazard Pay applies only to services that are substantially dedicated to mitigating or responding to COVID-19, but it is presumed that all hours actually worked by first responders relate to such services unless the City determines that specific circumstances indicate otherwise and/or if the County provides further guidance that may also limit the scope of how this 1% Hazard Pay shall be applied or paid. The 1% pay adjustment shall be paid for hours physically worked by the employee dedicated to mitigating or responding to the COVID-19 public health emergency. Because the 1% Hazard Pay may only be based on hours actually worked, employees shall not receive this supplemental pay if they are not in pay status and shall not receive this supplemental pay for any unworked paid hours (e.g., vacation, sick, disability, jury duty, etc.). Notwithstanding the foregoing, the City will apply the 1% Hazard Pay to absences related to COVID-19 (i.e., Families First Coronavirus Response Act (FFCRA) leave, Sick Injury for COVID-19, and Workers’ Compensation Leave for COVID-19), regardless of whether those costs will be reimbursed by the County. Employees shall not receive the 1% pay adjustment on any off-duty hours worked. Additionally, the 1% pay adjustment is not to be paid on any leave payouts such as DROP or separation payouts.

5. The 1% Hazard pay shall not be incorporated when calculating the employees' regular base rate of pay for any other type of payment (e.g., DROP, separation or leave payouts) unless mandated by law.
6. The 1% Hazard Pay is not considered pensionable earnings under the City of Coral Gables Retirement System.
7. The funding source for the 1% Hazard Pay exclusively comes from the CARES Act funding disbursements provided by the County and, therefore, will be cost neutral to the City. The City shall not be obligated to make up the difference due to any County disbursement shortfall, even if it results in employees receiving an amount less than 1%, though the City will endeavor to request sufficient funding. Under any circumstances where there is a shortfall in the County disbursements that results in any failure to cover 100% of the costs related to this 1% Hazard Pay, the Union agrees that insufficient funding shall not be subject to the grievance/arbitration procedure in the CBA, nor will the Union or any employees have the right to appeal or otherwise challenge the City's decision to stop making any of these payments due to a funding shortfall. Furthermore, if any payments made to employees pursuant to this MOU are not reimbursed by the County the City shall recoup the unreimbursed amount (except for any payments made for COVID-19 related absences), from the employees who received payment ("the Overpaid Amount"). In such case, the Overpaid Amount will be recouped from the impacted employees in installments using a timeframe agreeable by the parties, provided full recoupment occurs no later than September 30, 2021.
8. The Parties have had the opportunity to consult with legal counsel of their choosing prior to executing this MOU.
9. This MOU shall become effective upon ratification (though retroactively applied) by the bargaining unit employees represented by the Union and by the City Commission, whichever occurs later. In the event that this MOU is not fully ratified for any reason, it shall have no force or effect upon either party.
10. Other than as specifically set forth herein, this MOU does not modify the CBA.
11. The parties agree that this MOU represents the Parties' entire agreement with regards to this subject matter, and that it cannot be amended or modified without express written consent of the Parties.

**FRATERNAL ORDER OF POLICE,
LODGE #7**

By: _____
JAVIER BRUZOS, FOP PRESIDENT

CITY OF CORAL GABLES, FLORIDA

By: _____
RAQUEL ELEJABARRIETA,
DIRECTOR OF LABOR RELATIONS
and CITY MANAGER'S DESIGNEE ON
LABOR RELATIONS MATTERS

APPROVED AS TO LEGAL FORM AND
SUFFICIENCY:

MIRIAM SOLER RAMOS, CITY